

1 Leon E. Jew (SBN 219298)  
2 JEW & ASSOCIATES  
3 5776 Stoneridge Mall Rd., Suite 288  
Pleasanton, CA 94588  
Tel: (925) 463-3288  
Fax: (925) 463-3218  
Email: Ljewpt@yahoo.com

5 Attorneys for Defendants  
6 Sis-Joyce International Co. Ltd. and  
Alice Lin

7 **UNITED STATES DISTRICT COURT**  
8 **CENTRAL DISTRICT OF CALIFORNIA**  
9 **WESTERN DIVISION**

11 American Rena International Corp., a  
12 California corporation; WanZhu  
13 “Kathryn” Li, an individual; and Robert  
14 M. Milliken, an individual,

15 Plaintiffs,

16 vs.

18 Sis-Joyce International Co., Ltd., a  
19 California corporation; Alice “Annie”  
20 Lin, an individual; Robert Simone, an  
individual; Christine Ko, an individual,  
21 and DOES 3-10,

23 Defendants.

Case No. CV-12-06972-FMO (JEMx)

**NOTICE OF MOTION AND  
MOTION TO WITHDRAW AS  
COUNSEL FOR DEFENDANTS  
SIS-JOYCE INTERNATIONAL CO.  
LTD., AND ALICE LIN;**

**MEMORANDUM OF POINTS AND  
AUTHORITIES;  
DECLARATION OF LEON E. JEW**

**Date: July 18, 2013  
Time: 10:00 a.m.  
Courtroom: 22**

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on July 18, 2013 at 10:00 a.m., or as soon  
3 thereafter as the matter can be heard, in Courtroom 22 of the above-entitled Court  
4 located at 312 N. Spring Street, Los Angeles, CA 90012, before the Honorable  
5 Fernando F. Olguin, LEON E. JEW of Jew & Associates, as counsel for the  
6 Defendants Sis-Joyce International Co. Ltd. and Alice Lin (hereinafter known  
7 collectively as the “Defendants”), and moves this Court for a Motion to Withdraw  
8 as counsel of record for the Defendants, and in support thereof would show.

9 This Motion is made pursuant to Central District Local Rule 83-2.9.2.1 on  
10 the grounds that:

11 (1) Defendants do now allow counsel to make decisions based on his own  
12 professional knowledge, skills and experiences (Leon E. Jew Declaration); and

13 (2) Defendants are unable to pay the substantial fees currently owed to  
14 counsel and the ongoing attorney fees (Leon E. Jew Declaration).

15 This Motion is made following

16 (1) the “meet and confer” telephone conference between Leon E. Jew and  
17 the plaintiffs’ counsels at 4:00PM on May 17, 2013 pursuant to Hon. Fernando M.  
18 Olguin’s March 19, 2013 Order (Doc. 105). Transcripts of the conference will be  
19 submitted as soon as available. Plaintiffs’ counsels do not oppose Defendants  
20 counsel’s Motion to Withdraw (EXHIBIT A, EXHIBIT B); and

21 (2) the written notices to Defendants and all parties who have appeared in  
22 the action pursuant to L.R. 7-3 (EXHIBIT C; EXHIBIT D).

23 This Motion to Withdraw as Counsel is based on this Notice of Motion to  
24 Withdraw, the attached Memorandum of Points and Authorities, and the  
25 Declaration of Leon E. Jew, as well as other evidence and arguments as may be  
26 presented at the hearing of this Motion to Withdraw as Counsel for Defendants.

1  
2 Dated: May 23, 2013

3  
4 JEW AND ASSOCIATES  
5

6   
7

8 BY Leon E. Jew  
9  
10 Attorneys for Defendants  
11 Sis-Joyce International Co. Ltd. and  
12 Alice Lin  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

1  
2  
**MEMORANDUM OF POINTS AND AUTHORITIES**  
3

4  
**I. INTRODUCTION**  
5

6 Leon E. Jew (hereinafter the “counsel”), the counsel of record for the  
7 Defendants, seeks an order permitting him, in good faith, to withdraw as counsel  
8 for Defendants due to irreconcilable differences that have arisen between the  
9 Defendants and the counsel, and a result of which, it is no longer appropriate for  
10 the counsel to continue to represent the Defendants.

11 The irreconcilable differences include, but not limited to, the facts that the  
12 Defendants no longer follow the advice of the counsel, which does not allow the  
13 counsel to make decisions based on his professional knowledge, skills and  
14 experiences, and that the Defendants continually urge the counsel to make  
15 representations in their way that the counsel cannot follow. Further, Defendants  
16 are unable to pay the substantial fees currently owed to counsel and the ongoing  
17 attorney fees in this case.

18 On April 3, 2013, the counsel provided written notice to the Defendants as  
19 required by L.R. 83-2.9.2.3, which states that as a corporation, Defendant Sis-  
20 Joyce International Co. Ltd. cannot appear *pro se*. Prior to this written notice, the  
21 counsel met with the Defendant Alice Lin, who, during the meeting, agreed to act  
22 as “*pro se*”. However, the counsel highly encouraged the Defendants to find a new  
23 attorney or attorneys to represent them as soon as possible. *See EXHIBIT C*  
24 (04/03/2013 eMail). On May 22, 2013, the counsel provided another written notice  
25 to the Defendants, *See EXHIBIT D (05/22/2013 Written Notice service via first*  
26 *class mail and eMail)*.

27 According to the L.R. 83-2.9.1, the party who has appeared by an attorney,  
28 may not thereafter appear or act *pro se*, except upon an order made by the Court

1 after notice to such attorney and to any other parties who may have appeared in the  
2 action. Therefore, the counsel cannot terminate the employment except by leave of  
3 court pursuant to L.R. 83-2.9.2.1 – 83-2.9.2.3.

4 The Plaintiffs' attorneys of record will not oppose Leon E. Jew's Motion to  
5 Withdraw as Counsel. See EXHIBIT A (05/03/2013 eMail) and EXHIBIT B  
6 (05/16/2013 eMail).

7 **ARGUMENTS**

8 **I. THE STANDARD**

9  
10 The Rules of Professional Conduct of the State Bar of California, Rule 3-  
11 700(B) and (C) set forth the situations of mandatory withdrawal and permissive  
12 withdrawal.

13 **Mandatory Withdrawal**

14 “*A member representing a client before a tribunal shall withdraw from  
employment with the permission of the tribunal, if required by its rules, and a  
member representing a client in other matters shall withdraw from employment, if:*

15  
16 ...

17  
18 (2) *The member knows or should know that continued employment will  
result in violation of these rules or of the State Bar Act; ...” Rule 3-700(B)(2).*

19 **Permissive Withdrawal**

20 “... *a member may not request permission to withdraw ..., unless such  
request or such withdraw is because:*

21  
22 (1) *The client (a) insists upon presenting a claim or defense that is not  
warranted under existing law and cannot be supported by good faith  
argument for an extension, modification, or reversal of existing law, or  
...(d) by other conduct renders it unreasonably difficult for the member*

1           *to carry out the employment effectively, or ... (f) breaches an agreement*  
2           *or obligation to the member as to expenses or fees.*

3           *(2) The continued employment is likely to result in a violation of these rules*  
4           *or of the State Bar Act; ...” Rule 3-700(C)(2).*

5           Central District Local Rule 83-2.9.2.4 provides that substitution or relief of  
6           an attorney that would cause delay in prosecution of the case to completion will  
7           not be allowed unless good cause is shown and the ends of justice require. “In  
8           ruling on a motion to withdraw, some courts have looked to the following factors:  
9           1) the reasons why withdrawal is sought; 2) the prejudice withdrawal may cause to  
10          other litigants; 3) the harm withdrawal might cause to the administration of justice;  
11          and 4) the degree to which withdrawal will delay the resolution of the case.”  
12          *Canadaigua Wine Co., Inc. v. Moldauer*, 2009 U.S. Dist. LEXIS 4238 \*1, \*3-4  
13          (E.D. Cal. January 13, 2009). “Courts have also held that the failure to pay  
14          attorney’s fees may be grounds for withdrawal.” *Id.* at \*4.

## 16           **II. GOOD CAUSE EXISTS FOR THE MOTION TO WITHDRAW**

17           Here, the counsel has good cause to withdraw as counsel of record.

### 18           1. The Counsel Must Withdraw to Avoid Violation of Ethics Rules

19           It is the counsel’s belief that continued employment will result in violation  
20          of the Rules of Professional Conduct. Jew’s Decl. ¶9. Therefore, the Counsel must  
21          withdraw pursuant to Rule 3-700(B)(2).

### 22           2. The Counsel’s Motion to Withdraw is Permissible

23           First, the Defendants insist upon presenting defenses that, pursuant to the  
24          counsel’s belief, are not warranted under existing law and cannot be supported by  
25          good faith argument for a modification or reversal of existing law. Jew’s Decl. ¶10.

1       For example, on April 30, 2013, from 3:00 to 4:15PM, the counsel and  
 2 Plaintiffs' attorneys conducted a "meet & confer" telephone conference according  
 3 to the March 19, 2013 Court Order (Doc. 105, Page 2, Line 15-22). During the  
 4 telephone conference, the counsel agreed to drop eight affirmative defenses in the  
 5 Answer filed on April 11, 2013 (#2 Estoppel, #9 Unjust enrichment, #10 Failure to  
 6 action in a reasonable commercial manner, #11 Fair use, #13 Non-infringement,  
 7 #14 No causation; #15 No damage; and #16 Justification and privilege). However,  
 8 after the telephone conference, the Defendants, during the communications with  
 9 the counsel, disagreed with the counsel and urged the counsel to follow their  
 10 decisions. Jew's Decl. ¶11.

11      For another example, on May 17, 2013 from 4:00 to 4:20PM, the counsel  
 12 and Plaintiffs' attorneys conducted a "meet & confer" telephone conference. After  
 13 the "meet & confer" conference, the counsel communicated with the Defendants  
 14 suggesting to make certain changes on the counterclaims, affirmative defenses and  
 15 allegations. The Defendants specifically instructed by e-mails that the counsel is  
 16 not allowed to make the suggested changes. Jew's Decl. ¶12.

17      Due to the Defendants' continued defiance of the counsel's legal advice by  
 18 refusing to follow it as well as urge to make their own presentations regarding the  
 19 counterclaims and affirmative defenses, counsel can no longer make any decision  
 20 based on the counsel's knowledge, skills and experiences. Jew's Decl. ¶18.

21      Second, the Defendants have rendered it unreasonably difficult for the  
 22 counsel to carry out the employment effectively. For example, the Defendant Alice  
 23 Lin was frequently unreachable and the counsel did not know her whereabouts.  
 24 Further, in many circumstances, the counsel had to communicate with the  
 25 Defendants through an individual who is not a party of this action. Jew's Decl. ¶13.

1           Third, it is the counsel's belief that the continued employment is likely to  
2 result in a violation of the Rules of Professional Conduct. Jew's Decl. ¶14.

3           After the counsel received the Plaintiffs' attorneys' May 9, 2013 letter  
4 (EXHIBIT E), the counsel believed that further representation for the Defendants  
5 is likely to result in a violation of the Rules of Professional Conduct. Jew's Decl.  
6 ¶15.

7           3. Defendants Fails to Pay the Substantial Fees Currently Owed to Counsel  
8           and the Ongoing Attorney Fees

9           The counsel has good cause to withdraw as counsel of record based on the  
10 aforementioned arguments as well as because Defendants, as of April 15, 2013,  
11 owe counsel \$14,658 which includes \$504 for FedEx and other administrative  
12 expenses that the counsel has advanced. Jew's Decl. ¶18.

13           **III. THE COUNSEL HAS GIVEN DEFENDANTS AND PLAINTIFFS**  
14           **NOTICE OF ITS INTENT TO WITHDRAW**

16           On April 3, 2013, the counsel provided written notice to the Defendants as  
17 required by L.R. 83-2.9.2.3, which states that as a corporation, Defendant Sis-  
18 Joyce International Co. Ltd. cannot appear *pro se*. Prior to this written notice, the  
19 counsel met with the Defendant Alice Lin, who, during the meeting, agreed to act  
20 as "*pro se*". However, the counsel highly encouraged the Defendants to find a new  
21 attorney or attorneys to represent them as soon as possible. *See EXHIBIT C*  
22 (04/03/2013 eMail). On May 22, 2013, the counsel provided another written notice  
23 to the Defendants, *See EXHIBIT D*.

24           The counsel and the plaintiffs' counsels conducted a "meet and confer"  
25 telephone conference at 4:00PM on May 17, 2013 pursuant to Hon. Fernando M.  
26 Olguin's March 19, 2013 Order (Doc. 105). Transcripts of the conference will be  
27

1 submitted as soon as available. During the “meet & confer”, the Plaintiffs’  
2 counsels stated that they do not oppose Defendants counsel’s Motion to Withdraw.  
3 *Also see EXHIBIT A, EXHIBIT B).*

4 The counsel has sent notice to the Defendants for more than one month. *See*  
5 EXHIBIT C and EXHIBIT D. The counsel has already met with the Defendants  
6 and provided written notice to find substitution attorneys to represent them in this  
7 case. Jew’s Decl. ¶5, 6, 16.

8 Defendant Alice Lin has agreed to act *pro se*. However, Defendant Sis-Joyce  
9 International Co. Ltd. has not informed the counsel of the new counsels who will  
10 represent the corporation. Jew’s Decl. ¶5.

11 The Defendants have ample time to find new counsels that are more suitable  
12 to carry out the Defendants’ contentions regarding their stance in this Action. *See*  
13 EXHIBIT C and EXHIBIT D.

14 Thus, the counsel has provided proper notices to his clients and all other  
15 parties to his intention to withdraw as counsel for the Defendants.

16

17 **IV. THE COUNSEL’S WITHDRAWAL IS IN THE INTEREST OF**  
**JUSTICE AND MAY NOT CAUSE PREJUDICE**

18 The counsel’s withdrawal will prejudice neither Defendants nor Plaintiffs.  
19 Plaintiffs do not oppose to Counsel’s withdrawal. *See* EXHIBIT A and EXHIBIT  
20 B. The counsel has given Defendants ample notices of his need to withdraw from  
21 this case for the aforementioned reasons. In addition, no continuances of any  
22 responsive deadlines have been requested by Defendants or granted by the Court.  
23

24 Further, there will be no delay in the resolution of this case because trial is  
25 scheduled for spring of 2014 and the Defendants have sufficient time to find  
26 substitute counsel(s).

1 As stated above, the counsel is no longer capable of providing effective legal  
2 services because of the Defendants' insistence of making decisions based purely on  
3 their own knowledge. In light of the circumstances, to deny the counsel's Motion  
4 to Withdraw will deter the counsel's ethical responsibilities as well as the  
5 Defendants' interests in the case.

6 Considering the Defendants' conduct which renders it unreasonably difficult  
7 for the counsel to carry out employment effectively, withdrawal and substitution of  
8 counsel is the best immediate remedy. The Defendants will not suffer any undue  
9 prejudice, nor are there any other reasons which would argue against granting this  
10 application.

12 **CONCLUSION**

13 For the foregoing reasons, Leon E. Jew's Motion to Withdraw as Counsel  
14 for Defendants is appropriate and should be granted.  
15

16 Dated: May 23, 2013

JEW AND ASSOCIATES

18   
19

20 BY \_\_\_\_\_  
21 Leon E. Jew  
22 Attorneys for Defendants  
23 Sis-Joyce International Co. Ltd. and  
24 Alice Lin  
25  
26  
27

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

Case No. 12-06972-FMO (JEMx)

## **Proof of Service**

I declare that I am over 18 years and not a party to the above captioned action. My business address is: JEW & ASSOCIATES, 5776 Stoneridge Mall Road, Suite 288, Pleasanton, CA 94588

## **Documents Served:**

1. Leon E. Jew's Motion to Withdraw as Counsel for Defendants Alice Lin and Sis-Joyce International;
  2. Exhibits (A, B, C, D, E);
  3. Leon E. Jew's Declaration; and
  4. Proposed Order.

On the date shown below I served a true and correct copy of the above-listed documents VIA A FIRST CLASS MAIL with sufficient postage attached, to the Plaintiffs' attorneys listed below:

**QUINN EMANUEL URQUHART & SULLIVAN, LLP**

Bruce E. Van Dalsem

David W. Quinto

B. Dylan Proctor

865 South Figueroa Street, 10<sup>th</sup> Floor, Los Angeles, CA 90017-2543

and to Defendants' last known addresses;

Alice Lin

39960 E. Las Palmas Ct., Fremont, CA 94539

Sis-Joyce International Co., Ltd.

9965 FIRETHORN WAY, ELK GROVE CA 9575

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on the date shown below in Pleasanton, California.

May 23, 2013

/s/ Steven Tran  
Steven Tran